

REMARKS

By this amendment, claims 1, 3, 7-10, 12, 14, 21, 22, 27-30, 32-35, and 37-41 are pending, in which claims 2, 4-6, 13, 15, 16, 18-20, 24-26, 31, and 36 were previously canceled without prejudice or disclaimer, claims 11, 17, and 23 are currently canceled without prejudice or disclaimer, claims 37-39 stand withdrawn from consideration pursuant to the provisions of 37 C.F.R. §1.142(b). No claims are currently amended. No new matter is introduced.

The Final Office Action mailed September 2, 2010 objected to claims 11, 17, and 23 and rejected claims 1-26, 35, and 36 as obvious under 35 U.S.C. §103(a) based on *Leonard* (US 6,085,171) in view of *Bednarek* (US 6,965,868), claims 27-30 and 32-34 as obvious under 35 U.S.C. §103(a) based on *Leonard* (US 6,085,171) in view of *Bednarek* (US 6,965,868) and further in view of *Sridhar et al.* (US 6,098,108), and claims 40 and 41 as obvious under 35 U.S.C. §103(a) based on *Leonard* (US 6,085,171) in view of *Bansal* (US 6,788,949).

The objection to claims 11, 17, and 23 as failing to further limit the subject matter of a previous claim is rendered moot as claims 11, 17, and 23 are now canceled.

The rejection of claims 1-26, 35, and 36 under 35 U.S.C. §103(a) is traversed.

Independent claim 1 recites, *inter alia*, “receiving, via the at least one processor, a **pre-sale** procurement inquiry from a customer application, the **pre-sale** procurement inquiry specifying a selected telecommunications offering from a plurality of offerings...” Independent claim 12 recites, *inter alia*, “receiving, via the at least one processor, a **pre-sale** inquiry from a customer application, the **pre-sale** inquiry specifying a search criteria with respect to an order for one of a plurality of telecommunications offerings...” Independent claim 21 recites, *inter alia*, “submitting, via the at least one processor, a **pre-sale** inquiry specifying a selected

telecommunications offering from among a voice service offering, a data access offering and a mobile telecommunications offering, the **pre-sale** inquiry being directed at least to telecommunication services to which a customer who is not yet a subscriber is considering a subscription.” Independent claim 35 recites, *inter alia*, “means for receiving a **pre-sale** procurement inquiry from a customer application, the **pre-sale** procurement inquiry specifying a selected telecommunications offering including voice service, data access service and mobile telecommunications service, the **pre-sale** procurement inquiry being directed at least to one or more telecommunication services to which a customer who is not yet a subscriber is considering a subscription.”

Independent claim 36 was previously canceled.

Thus, each of independent claims 1, 12, 21, and 35 recites that the inquiry, or procurement inquiry relates only to “pre-sale” procurement inquiries, i.e., inquiries by individuals who are not, presently, customers but only potential customers. In contrast, *Leonard* is directed only to processing orders of **current** service provider **customers** who are changing communication services. Thus, in *Leonard*, there is no disclosure or suggestion of a prospective subscriber, or one who is not yet a subscriber, making a pre-sale procurement inquiry as to what offerings are available. Rather, in *Leonard*, the customer already knows, or does not care, exactly what offerings are available from the new service provider, or communication service, and there is no pre-sale procurement inquiry regarding such offerings. In *Leonard*, there is only a communication service change order, which needs to be processed. *Bednarek*, employed for the supposed teaching of providing an option for accessing a network consultant via instant messaging, does not cure the deficiencies of *Leonard*.

At pages 11-12 of the Final Office Action, it is asserted that *Leonard*’s processing an order to change communication services or the receiving of an order when a customer desires to

change a communication service may be interpreted as a change in service providers, referring to col. 3, lines 57-60 of *Leonard*. It is further asserted that a change including a change in service providers is considered “a prospective subscriber or one who is not yet a subscriber, making a pre-sale procurement inquiry as to what offerings are available.” Applicants respectfully disagree and request reconsideration in view of the following arguments.

A “change,” as in *Leonard*’s “change communication service” (col. 3, line 58), indicates that a customer is already a subscriber and merely desires to “change” a communication service from one that the customer already has, or “change” a service provider from one the customer already has. For example, the reference, on col. 3, lines 58-62, discloses the following: “A change in communication service contemplates **changing or adding** a service provider, changing or adding service offered by an existing service provider, or any other **modification** to services provided to customer 230” (emphasis added). Thus, there is no **new** service in *Leonard*, at best, only a **different** service. It is clear from the disclosure of *Leonard* that a customer therein is **already a subscriber**; therefore, there can be no “pre-sale procurement inquiry,” and there is no “customer who is not yet a subscriber,” as claimed.

Therefore, for this reason alone, no *prima facie* case of obviousness has been established with regard to the subject matter of claims 1, 3, 7-10, 12, 14, 21, 22, and 35.

Moreover, each of independent claims 1, 12, 21, and 35 recites “providing, via the at least one processor, an **option for accessing a network consultant via instant messaging**,” or something akin thereto. As acknowledged in the Final Office Action, *Leonard* discloses no such feature. *Bednarek*, employed for this supposed teaching, does, indeed, teach providing access to a network consultant via instant messaging. However, in *Bednarek*, accessing a network consultant is not an “option,” as claimed. Rather, *Bednarek* always provides for the network consultant. For example, at col. 11, lines 64-66, of *Bednarek*, it is recited, “A

customer and sales agent **then engage in** real time dialogue either through video conferencing, **instant messaging**, of voice over the Internet.” But just prior to that recitation, *Bednarek* discloses that “a customer can enter the vetail website and **select either a category product or particular sales agent** to deal with,” which only appears as if the customer has a choice to deal with a sales agent. However, in the very next line, *Bednarek* states, “If the customer selects a particular category of goods, they must select either their sales agent or the first available sales agent.” Thus, the customer in *Bednarek* must always communicate with a network consultant, or sales agent because if the customer selects a particular sales agent to deal with, the customer deals with that agent; but if the customer selects a category product, this selection leads to a selection of “either their sales agent or the first available sales agent.” Accordingly, the paths might be different but the destination is always the same in *Bednarek*; and that destination is always a sales agent (either one of the customer’s choosing or the first available agent). Therefore, unlike the claimed subject matter, neither *Bednarek* nor *Leonard* provides for an option to access “**a network consultant via instant messaging.**” If *Bednarek* always provides for a communication with a sales agent, then, clearly, the customer is not given the **option to access or to not access** that sales agent.

At pages 12-15 of the Final Office Action, it is asserted that the combination of references does disclose an option to access a network consultant via instant messaging because customers in *Leonard* communicate from communication devices using various types of links. Therefore, the Final Office Action concludes that the communication device may be a landline or cellular telephone, etc., or “any other device for communicating.” With this as a basis, the Final Office Action turns to *Bednarek* for a teaching of instant messaging in a virtual retail store, concluding, after rather strained reasoning, that since there is a certified sales agent and a “display preferably includes some portion for displaying the dialogue between the sales agent

and the customer” (Final Office Action-page 14), and somehow, there is considered to be an option to access a network consultant via instant messaging. Applicants respectfully disagree and request reconsideration in view of the following:

With respect to pages 12-15 of the Final Office action, to the extent the Final Office Action is trying to establish that *Bednarek* discloses a customer and a sales agent engaging in instant messaging communication, this is not necessarily disputed. However, as Applicants have maintained the accessing of a network consultant in *Bednarek* is not an “**option**,” as claimed.

Thus, withdrawal of the rejection of claims 1, 3, 7-10, 12, 14, 21, 22, 27-30, 32-35, 40, and 41 under 35 U.S.C. §103(a) is respectfully requested.

Therefore, the present application, as amended, overcomes the objections and rejections of record and is in condition for allowance. Favorable consideration is respectfully requested. If any unresolved issues remain, it is respectfully requested that the Examiner telephone the undersigned attorney at (703) 519-9952 so that such issues may be resolved as expeditiously as possible.

To the extent necessary, a petition for an extension of time under 37 C.F.R. § 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 504213 and please credit any excess fees to such deposit account.

Respectfully Submitted,

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Date

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